

Coulwood Hills Community Council, LTD.
McClure Clubhouse & Tippet Swimming Pool

RENTAL AGREEMENT FOR PRIVATE EVENTS

Lessor: COULWOOD COMMUNITY COUNCIL, LTD

Lessee: _____

Address: _____

City, State, Zip: _____

Phone Number _____ Email Address _____

COULWOOD COMMUNITY COUNCIL MEMBER; YES NO

The Lessee hereby agrees to rent the COULWOOD HILLS COMMUNITY FACILITY:

Clubhouse Only Pool Only Clubhouse and Pool on the date _____, from
_____ to _____ for \$ _____ PLUS a separate deposit of \$100.00.

The facility will be used for: _____

With the number of invited guest (Adults) ____ (Children) ____ and will have the following at the event:

amplified sound

The COULWOOD HILLS COMMUNITY facilities may be rented for a single event. Rental rates are two tiered, Coulwood Council Member and NON-Coulwood Council Members. Please refer to current rates posted at the facilities or on the website, Coulwood.org. Rates are subject to change by the COULWOOD COMMUNITY COUNCIL Board of Directors. The Clubhouse is for a daily rental. The Swimming Pool may be rented after operating hours on Saturday and Sunday. Pool rental fee does not include the cost of lifeguards; a separate fee is due to Charlotte Swim Club Management. LESSEE agrees to pay a security deposit of \$100.00. The security deposit fees must be paid in full with application. All other fees, including lifeguard fees, are to be paid at least 72 hours in advance. It is understood that the security deposit will be forfeited by the LESSEE if the above rental is cancelled within a week of the event. Written notice of cancellation of the event is more than one week prior to rental of the facility, the LESSOR will return \$50.00 of the security deposit. In case of damage and/or excessive cleanup required by LESSOR, all or part of the security deposit may be retained by the LESSOR.

Alcoholic beverages may NOT be brought to or consumed at the clubhouse or swimming pool.

Amplified sound (DJ, band, etc.) may be provided by the LESSEE. The LESSEE assumes full responsibility if amplified sound is provided. LESSEE MUST OBEY ALL CITY REGULATIONS AS OUTLINED IN THE ATTACHED usage Noise Policy.

I accept responsibility for facility, to abide all laws and policies and pay all damage or loss during the reservation period.

LESSE (RESPONSIBLE ADULT) SIGNATURE

DATE

Coulwood Community Council Facility No Alcohol Policy

- LESSEE understands and accepts that alcoholic beverages are NOT allowed at the club house, swimming pool or on any part of the property being rented.

I have read and understand that the use of alcoholic beverages is not included in this contract and agree to abide to the terms of this contract. If for any reason contract policies are not upheld, I agree to pay damages or fees and lose security deposit to the COULWOOD COMMUNITY COUNCIL. Lessee also agrees to indemnify and hold harmless the COULWOOD COMMUNITY COUNCIL and Charlotte Swim Club Management from any and all claims for damages or injuries, or both that result from the consumption of alcoholic beverages on the premises.

LESSEE (RESPONSIBLE ADULT) SIGNATURE

DATE

Coulwood Community Council Facility Noise Policy

Coulwood Hills Community is a residential neighborhood with private single family homes adjacent to the McClure Clubhouse and Tippet Swimming Pool inside the City limits of Charlotte, NC. Noise can be a major concern if allowed to become a nuisance because of undue commotion that becomes a disturbance to the adjacent neighbors and neighborhood. It is expected that Lessees will treat the property and neighborhood with respect.

City of Charlotte Code 1985 Article III NOISE applies to the COULWOOD COMMUNITY COUNCIL facilities. Under this City Code these facilities fall under the “no more than 10 (ten) hours” of access amplification per calendar year for permits for additional amplification, see Section 15-65. The Clubhouse/Pool Committee Chairperson shall keep track of the hours and inform Lessee if there is hours available to submit a permit to Charlotte Mecklenburg Police Department (CMPD). This Code is posted at facilities and available on line, CMPD.ORG. Contact with CMPD for permits is Danielle Strayer at (704) 432-0428.

LESSEE assumes full responsibility of amplified sound (DJ, band, etc.) that is on the premises. LESSEE must obey all of the following rules that the COULWOOD COMMUNITY COUNCIL states as well as all North Carolina, Mecklenburg County and City of Charlotte regulations. LESSEE assumes full responsibility of fines or actions should those regulations be violated.

ALL LESSEES MUST ABIDE BY THE FOLLOWING REGULATIONS AND RESPONSIBILITIES:

- You may not charge guest a door charge, cover; ask for a donation or contribution. NO EXCEPTIONS.
- Lessee supplies rent or contract for amplified sound to be used on premises the City of Charlotte Code requires a **Permit for Additional Amplified Sound** to be obtained from CMPD.
- COULWOOD COMMUNITY COUCIL **REQUIRES** Lessee to notify all residences within 1,000 (One Thousand) feet of premises they will be using amplified sound and applying for a Permit for Additional Amplified Sound from CMPD. Lessee will post Permit on premises.
- Lessee assumes full responsibility of all guests, invited and uninvited, all activities to ensure the peace and tranquility of the neighbors and neighborhood is not disturbed. Lessee accepts responsibility if complaints are received and will ensure complaint is addressed promptly. If CMPD responds to a complaint the Lessee is the responsible party to assist CMPD with addressing the complaint promptly.

I have read and understand all noise rules included in this contract and agree to abide to their terms. If for any reason contract policies are not upheld, I agree to pay damages or fees and lose security deposit to the COULWOOD COMMUNITY COUNCIL. Lessee also agrees to indemnify and hold harmless the COULWOOD COMMUNITY COUNCIL and Charlotte Swim Club Management from any and all claims for damages or injuries, or both that result from the noise on the premises.

LESSEE (RESPONSIBLE ADULT) SIGNATURE

DATE

Reservation Agreement

I, the Lessee, understand and agree:

1. Reservation date is confirmed only upon receipt of application and security deposit. 1st come, 1st reserved.
2. Failure to comply with this agreement in full, secure all permits and pay fees will result in forfeiture of reservation deposit.
3. COULWOOD COMMUNITY COUNCIL is a nonprofit {IRS Code 501(c)3} organization and facilities may not be used for personal gain, profit or commercial use; may not be used for functions open to the public; no admission fee or charge of any kind may be levied for personal or private function. Any club or organization must have prior approval for fund raising from the COULWOOD COMMUNITY COUNCIL Board of Directors.
4. To be fully responsible for any and all theft or damage to the COULWOOD COMMUNITY COUNCIL facility during the time of my private function.
5. To be present during the entire period of my private function and to be responsible for the conduct of my guests during that entire period as well as the time of arrival and departure.
6. **Please be advised that lifeguards are required for pool reservations** and that Lessee is responsible for the cost of lifeguards covering the event.
7. I agree that I will pay the additional lifeguard fees as required per the schedule in the contract with Charlotte Swim Club Management Company. **NO EXECEPTIONS.**
8. That all activities are to be confined to the area(s) designated above (depending on location of event) in such a manner as not to disturb the residents.
9. Events for persons under the age of 21 must be chaperoned by family members over the age of 21.
10. To provide all extra chairs, tables or any additional items as needed.
11. That the COULWOOD COMMUNITY Board of Directors and/or CHARLOTTE SWIM CLUB MANAGEMENT Company reserve the right to cancel any function prior to commencement for reasonable cause.
12. That the COULWOOD COMMUNITY COUNCIL facilities must be cleaned and vacated by 10:59 PM. **NO EXECEPTIONS.**
13. That the above Agreement and the following checklist must be adhered to or I will forfeit part, or all of my security deposit, as well as jeopardize my future right to reserve any of COULWOOD COMMUNITY COUNCIL facilities. Further, I agree that in the event of theft or damage not covered by the security deposit, I will make full retribution for any additional necessary repairs and costs over and above that amount. If any legal action must be taken to collect any additional amount not covered by the deposit, I, the lessee, agree to pay any such attorney fees/costs.
11. All guests must park in designated spaces. Please see that guests do not park on walkways or near fire hydrants.
12. To be responsible and considerate of other homeowners, especially ones in close proximity to the COULWOOD COMMUNITY COUNCIL facilities, with regards to use of amplified music/sound systems and constant noise levels. In the event of complaints, I agree to diminish and/or discontinue nuisance noise for the duration of my private function. It is understood that outdoor music must not be played after 9:00 PM.
13. That any time needed to set up for the event must be arranged prior to the date of the event.

Accepted by: _____ DATE: _____

Signature of Lessee (Responsible Adult)

Print Full Name: _____ Home Phone: _____

Work/Cell Phone: _____ E-Mail _____

Pre-Event Checklist

Please identify any damage to the following:

Any items not identified in writing on this checklist PRIOR to event will be the responsibility of the Lessee.

Tables and chairs:

Room: _____

Trash cans: _____

Restroom facilities: _____

Kitchen: _____

Bathrooms: _____

Pool / Pool deck / Fence: _____

Tables, Umbrellas and chairs (Pool): _____

Lawn/shrubs (inside fenced area and around Amenity Center only): _____

Miscellaneous: _____

Comments/Notes:

SIGNATURE OF LEESEE: _____

SIGNATURE OF COULWOOD COMMUNITY COUNCIL REPRESENTATIVE: _____

DATE: _____

Post-Event Checklist (FOR REFUND OF SECURITY DEPOSIT)

We expect you to respect the property of all of the community and help to maintain the appearance of the area at which the event was held. If we can do anything to assist you, please do not hesitate to let us know.

1. Completely remove all decorations and return furniture to its original position. Furniture cannot be moved out of the fenced areas around the pool or outside the clubhouse building.
2. Pick up all trash and paper, in bathrooms and throughout areas of Private Function.
3. Wipe off tables and chairs. Sweep and clean areas affected by Private Function.
4. Remove and dispose of all trash. This must be done immediately after the function is over.
5. Turn off all lights and lock all doors and windows that were opened / unlocked during event.

REMARKS: _____

SIGNATURE OF LEESEE: _____

SIGNATURE OF COULWOOD COMMUNITY COUNCIL REPRESENTATIVE:

DATE: _____

Note: Security Deposit will not be refunded until final invoice for any additional cleaning of the facility following the event. Any extra charges incurred as a result of the event will be deducted from security deposit.